

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
EMERGENCY RESPONSE EDUCATORS AND CONSULTANTS, INC.
ON-CALL CONSULTING SERVICES FOR EMERGENCY MANAGEMENT
RFP #14-0211**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Emergency Response Educators and Consultants, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #14-0211, for procurement of a firm to provide on-call consulting services to the Lake County Emergency Management Division; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide on call services for COUNTY as identified in **Exhibit A**, attached hereto and incorporated herein by reference. A Task Order shall be prepared for each individual project which shall set forth the scope of the project, the deliverables, the amount of payment, and the time for performance. Both parties shall sign the agreed upon Task Order through their respective project managers.

2.2 This Agreement shall be effective for the thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Procurement Services Manager. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.3 Pricing shall remain the same for the first two (2) years of the initial contract term. Adjustments in hourly rates may then be considered on an annual (contract anniversary) basis for each succeeding year of the contract during the initial term, and during any exercised renewal period. Adjustments will be considered by the COUNTY upon request of the CONSULTANT, and shall be based on relative changes

in the CPI-W indices. The COUNTY shall respond to requests for adjustments in a reasonable time. If the parties cannot agree to a requested increase, no increase will be granted and the CONSULTANT shall continue to perform under this Agreement at the original pricing until the initial term, or renewal thereof, expires, at which time the parties can then terminate this Agreement.

2.4 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.5 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.6 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.7 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Exhibit A**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee shall be the final compensation for any particular Task Order, regardless of how many actual hours or related direct expenses are incurred, unless the parties duly execute a change order.

3.2 Invoices shall be submitted in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being

acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other

deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. If applicable, for all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Teresa A. Newsome, President
233 NE 58th Avenue, Suite 101
Ocala, Florida 34470

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

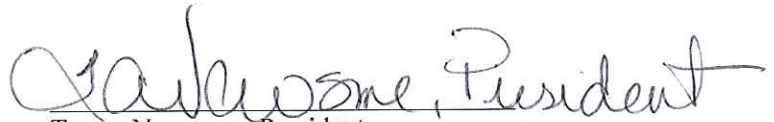
7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 8 day of July, 2014, and by CONSULTANT through its duly authorized representative.

CONSULTANT


Emergency Response Educators and
Consultants, Inc.


Teresa Newsome, President

This ____ day of _____, 2014.

Agreement Between Lake County and Emergency Response Educators and Consultants, Inc. for On-Call Consulting Services for
Emergency Management; RFP 14-0211

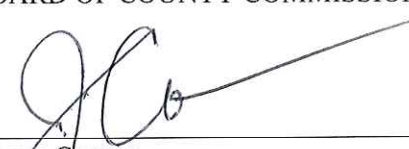
ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

COUNTY

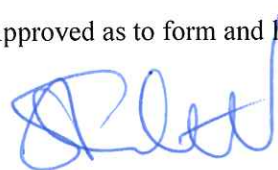
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Jimmy Conner
Chairman

This  day of , 2014.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

SCOPE OF SERVICES

I. Purpose

The vendor will provide on-call consulting services to the Lake County Emergency Management Division (LCED). The Consultant shall complete projects, which may include any of the services outlined in this Scope of Services.

II. Minimum Vendor Qualifications / Credentials

- A. Must have a working knowledge of Florida's Response Community.
- B. Five (5) years consulting service experience in the Emergency Management/public safety profession.
- C. Project Manager is credentialed as a Certified Emergency Manager (CEM) by the International Association of Emergency Managers.
- D. Must provide three (3) references of similar type consulting services.
- E. Must be able to meet in-person with healthcare facilities' staff when reviewing plans.

III. Outline of Work Tasks

A. Emergency Management Plans and Procedures

- 1. Comprehensive Emergency Management Plan (CEMP)
 - The creation, evaluation, revision or process development for: CEMP updates, programmatic accreditation and other legal/regulatory compliance related to the CEMP to include but not limited to the National Incident Management System (NIMS) compliance requirements and other homeland security requirements.
- 2. Healthcare Facility Emergency Management Plan Review
 - This involves the review and recommendation for improvements to the emergency management plans for healthcare facilities to include, but not limited to assisted living facilities, hospitals and nursing homes.
- 3. Interagency Coordinating Procedures and/or Guidelines
 - The creation, evaluation, revision or process development of procedures to operationally implement the concepts within the CEMP with some or all applicable agencies.

4. Agency Specific Plans

- The creation, evaluation, revision or process development of agency specific plans. This may include, but not limited to written directives, standard operating procedures, standard administrative procedures, etc.

5. Strategic Plans

- The creation, evaluation, revision or process development of overarching goals and objectives for the Emergency Management Program.

6. Continuity of Operations/Continuity of Government Plans

- The creation, evaluation, revision or process development of continuity of operations/government plans and procedures for key processes within the local government to the standards prescribed by the State of Florida and/or the Department of Homeland Security.

B. After Action Reports / Improvement Plans for Real World Events

1. Coordinate with LCEM and all identified stakeholders to produce After Action Reports and Improvement Plans that evaluate and provide suggestions to improve emergency response.

2. Development of all After Action Reports and Improvements Plans will be compliant with the Homeland Security Exercise & Evaluation Program (HSEEP).

C. Training and Exercises

1. National Incident Management System (NIMS)/Incident Command System (ICS) Training

- The Consultant shall conduct training in the NIMS/ICS courses identified by LCEM.

2. Development and delivery of a Comprehensive Training and Exercise Program.

- The Lake County Exercise Program is designed to test and evaluate the programs and operations in use to protect the County from disasters. The program is guided by LCEM and will be aided by the Consultant by utilizing the Homeland Security Exercise and Evaluation Program (HSEEP) to:

- Develop exercise related documents for the specific exercises (Players' Handbook, Controller/Evaluator Handbooks, Situation Manual, etc.).
- Create After Action Reports (AAR) with Improvement Plans (IP) that highlight the strengths and shortcomings experienced in the exercise.

a. Types of Exercises

There are a number of different exercises that are part of the exercise program. The following are examples of the different types of exercises:

- **Drill:** A drill is a coordinated, supervised activity, usually used to test a single specific operation or function in a single agency or a relatively limited portion of the overall functions.
- **Tabletop Exercise:** This type of exercise simulates an emergency situation in an informal, stress-free environment. It is designed to elicit constructive discussions as participants examine and resolve problems based on existing plans, policies and coordination.
- **Functional Exercise:** This type is a fully simulated, interactive exercise. It tests capabilities to respond to a simulated emergency testing one or more emergency management functions.
- **Full-Scale Exercise:** A full-scale exercise is as close to a real disaster as possible. It is a field exercise designed to evaluate the operational capability of emergency management systems in a highly stressful environment, which simulates actual response conditions.

3. Development and/or delivery of emergency management skill level courses.

- Delivery of Federal Emergency Management Agency (FEMA), State and uniquely designed emergency management courses by qualified instructors.

D. Mitigation and Preparedness Studies

1. Local Mitigation Strategy (LMS)

- The creation, evaluation, revision or process development of the Local Mitigation Strategy and/or additional plans and procedures.

2. Specialized Studies and Reports to include but not be limited to:

- Evacuation Studies
- Citizen Preparedness Surveys
- Gap Analysis Studies

E. Grant Management

Vendor will be required to research, develop, write and submit these grant proposals to include but not be limited to:

- Disaster-Specific Assistance Programs

- Hazard-Related Grants and Assistance Programs
- Homeland Security/National Preparedness
- Non-Disaster Programs

IV. Responsibilities of LCEM

LCEM will provide the following services and data to the Contractor for the performance of each work order.

- Available data and information on project objectives, constraints, budgetary limitations and time restraints.
- Available drawings, maps, specifications, schedules, reports, data and other information developed by LCEM and its member local governments and agencies which LCEM considers pertinent to the Contractor's responsibilities.

V. Responsibilities of Contractor

- The Contractor shall perform only those services directly authorized by LCEM. Services shall be ordered by the County only via issuance of an Order for Services.
- Progress reports and invoices shall be provided on a monthly basis and must include hours per task and dollars spent.
- All computer analysis will be performed on computers compatible with systems in place within Lake County.
- All documents and support materials developed for LCEM will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- All Geographical Information System (GIS) related information will be provided in a format compatible with systems in place within Lake County.
- All materials will be provided to LCEM in both hard copy and electronic format.

VI. Ownership of Work Tasks

Lake County will retain ownership of all deliverables of the Work Tasks of this RFP. LCEM has final authority on the sharing and/or distribution of these deliverables outside of Lake County.

VII. Deliverables

The deadline for certain deliverables is determined on direction from LCEM and the order of services. Below is a general set of deliverable for the types of services this Contractor of Record will support.

A. Emergency Management Plans and Procedures

Contract Timeline	Deliverable
10 days after Scope of Work received	Kick-Off Meeting

120 days after Kick-Off Meeting	First draft of plan and/or procedure delivered to LCEM
30 days after First Annex draft delivered	Final version of plan and/or procedure delivered

B. Training and Exercises

Contract Timeline	Deliverable
20 days after Order of Service received	Kick-Off meeting conducted
20 days after Kick-Off meeting	First draft of the training or exercise project plan sent to the LCEM Program Manager
15 days after first draft submitted	Final version of the training or exercise project plan sent to the LCEM Program Manager
15 days after the final training or exercise project plan are approved	Exercise or training conducted
15 days after the exercise is conducted (**Only for Exercise**)	First draft of the After Action report sent to LCEM Program Manager
15 days after the training is conducted (**Only for Training**)	Contractor meets with LCEM program manager and gives a report on the results of this training and offers recommendations verbally and electronically.
10 days after the first draft of the After Action report are submitted	Final version of the After Action report sent to LCEM Program Manager

C. Mitigation and Preparedness Studies

Contract Timeline	Deliverable
10 days after Order of Service received	Kick-Off Meeting
120 days after Kick-Off Meeting	First draft of plan and/or procedure delivered to LCEM Program Manager
30 days after First Annex draft delivered	Final version of plan and/or procedure delivered

D. Grant Management

Contract Timeline	Deliverable
10 days after Order of Services received	Kick-Off Meeting
60 days after Kick-Off Meeting	First draft of grant application submitted to the LCEM Program Manager
30 days after First Draft delivered	Final version of grant application submitted to the LCEM Program Manager

E. Healthcare Facility Emergency Management Plan Review

Contract Timeline	Deliverable
Every 30 days of service	Monthly report of plans being reviewed and date received
30 days for corrective action	Health Care Facility (HCF) has up to 30 days to correct plans and re-submit to the Contractor of Record for approval
60 days of non-correspondence with HCF	Report will be generated and sent to Emergency Management
30 days after HCF plan is approved	An invoice will be sent to Emergency Management

VIII. Performance Period for Assigned Tasks

The performance period for each task will be negotiated by the County and the Contractor for inclusion in the applicable delivery order.

EXHIBIT B: CONSULTANT'S PRICING

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP 14-0211 /
Addendum 1

RFP TITLE: On-Call Consulting Services for Emergency Management

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1, Dated: <u>April 14, 2014</u>
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

PRICING SECTION

Line Item 1: Blended Hourly Rate for Professional Planning Support: \$ 70.00 hour

Line Item 1: Blended Hourly Rate for Professional Training Support: \$ 65.00 hour

Line Item 1: Blended Hourly Rate for Professional Exercise Support: \$ 75.00 hour

Line Item 4: Blended Hourly Rate for Administrative/ Clerical Support: \$ 50.00 hour

Addendum 1 Replacement page 21

Pricing Notes:

1. The County estimates an annual expenditure of \$50,000 under the contract resulting from this solicitation based on the volume of activity completed during the last three (3) calendar years. However, the County guarantees no minimum quantity or dollar value of work, and advises that the expenditures during any year involving significantly increased emergency event activity could significantly exceed the above-stated annual estimate.
2. All effort under this contract is to be performed on a task order basis. Specific potential tasks will be identified to the consultant. The consultant will respond to each identified task with a proposal stating the technical approach and time frame for completion of the task, along with a firm fixed price proposal for completing the task. The price proposal will be based on the hourly rates stated above, and the related quantity of hours proposed by the consultant (for each of the hourly rates) for completion of the given task. County staff will review the consultant's task order proposal and will either accept the proposal, enter into negotiations in regards to the technical or financial aspects of the proposal, or reject the proposal. If negotiations are entered into and conducted to a successful conclusion, the consultant shall provide a revised proposal that incorporates the agreements reached during the course of negotiations.
3. The "blended hourly rate" for professional services shall be a single hourly rate encompassing all professional classifications (ie; all classifications other than those clerical or administrative in nature) that may be required for completion of any given task under the resulting contract. This blended hourly rate shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida).
4. The "blended hourly rate" for administrative/clerical services shall be a single hourly rate encompassing all administrative / clerical classifications (generally defined to include, but not be limited to, word processing or office management functions) that may be required for completion of any given task. This blended hourly rate shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy five (75) mile radius of Tavares, Florida).
5. It is hereby confirmed that the intended effort will generally not involve fulltime or long term tenure within the County's Emergency Operations Center. The pricing proposed by the consultant should therefore not assume access to any County facilities or equipment.

Certifications**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP 14-0211

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

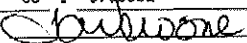
1. Primary business location of the responding vendor (city/state): Ocala, Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions:

DUNS Number (Insert if this action involves a federal funded project): 967414665

General Vendor Information and Proposed Signature			
Firm Name:	<u>Emergency Response Educators and Consultants, Inc. (EREC)</u>		
Street Address:	<u>233 NE 58th Avenue, Suite 101, Ocala, FL 34470-3406</u>		
Mailing Address (if different):	<u>Same as above</u>		
Telephone No.:	<u>352-236-5348</u>	Fax No.:	<u>352-236-5428</u>
E-mail:	<u>TNewsome@ERECInc.com</u>		
FEIN No.	<u>65 0705592</u>	Prompt Payment Terms:	<u>% days, net</u>
Signature:		Date:	<u>April 23, 2014</u>
Print Name:	<u>Teresa A. Newsome</u>	Title:	<u>President/Planning Manager</u>
Award of Contract by the County (Optional Use Only)			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price		
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items:		
<input type="checkbox"/> Secondary vendor for items:	<input type="checkbox"/> Other status:		
Signature of authorized County official:		Date:	
Printed name:		Title:	



CERTIFICATE OF LIABILITY INSURANCE

EMERG-2

OP ID: DC

DATE (MM/DD/YYYY)

04/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hagar Group- Inverness
950 W. Main Street
Inverness, FL 34450
Chris Martin

CONTACT NAME: Debby Coulson

PHONE (A/C, No, Ext): 352-726-1691

FAX (A/C, No): 352-726-2363

E-MAIL: dcoulson@thehagargroup.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ohio Casualty Ins Co

24074

INSURER B : Ohio Security Insurance Co

24082

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Emergency Response Educators
& Consultants, Inc
Teresa Newsome
5980 NE 57th Loop
Silver Springs, FL 34488

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BKS1455788448	10/08/2013	10/08/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ excluded
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	SCHEDULED AUTOS NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	USO1455788448	10/08/2013	10/08/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

LAKETA2

Lake County, A Political
Subdivision of State of FL
& Bd of County Commissioners
PO Box 7800 315 W. Main Street
Tavares, FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Insurance Svcs LLC, CL 1724 SE 17th Avenue Ocala, FL 34471 352 732-4550		CONTACT NAME: Aimee L. Clements PHONE (A/C, No, Ext): 352-390-2745 E-MAIL ADDRESS: aimee.clements@usi.biz FAX (A/C, No): 352-732-0132	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Bridgefield Employers Insurance	
		INSURER B: Darwin Select Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
 Emergency Response Educators
 & Consultants, Inc
 233 NE 58th Avenue, Suite 101
 Ocala, FL 34470-3406

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83038601	12/10/2013	12/10/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab			03063531	02/23/2014	02/23/2015	\$1,000,000 Limit can be increased to \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Ashley Newsome, CEO

Teresa Newsome, President

CERTIFICATE HOLDER

CANCELLATION

Lake County, a political
 subdivision of the State of
 Florida
 PO Box 7800
 Tavares, FL 32778

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen B. Newsome




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER  Angie Lewis State Farm Agency 1122 NE 36th Ave Ocala, FL 34470		CONTACT NAME: Angie Lewis PHONE (A/C, No. Ext.): 352-291-2444 FAX (A/C, No.): 352-291-2442 E-MAIL ADDRESS:	
INSURED Emergency Response Educators & Consultants, Inc 233 NE 58th Ave Ocala, FL 34470-3406		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26178	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	121 8507 F19 59 205 0087 E03 59 402 7137 B18 59 967 6308 E11 59	12/19/2013 05/13/2014 02/18/2014 05/11/2014	06/19/2014 11/13/2014 08/18/2014 11/11/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Lake County, a political subdivision of the State of Florida
and the Board of County Commissioners
PO Box 7800
Tavares, FL 32778-7800

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

